

ASSIGNEE'S SALE**367 +/- ACRE MODERN DAIRY FARM****JOHNSVILLE ELECTION DISTRICT****FREDERICK CO., MD.****FRONTING ON COPPERMINE RD.**

Under and by virtue of a power of sale contained in a mortgage from Henry O. Dodson and Nellie M. Dodson, his wife, dated September 29, 1972, and recorded in Liber 891, folio 354, one of the Land Records of Frederick County, Maryland, and under and by virtue of a power of sale contained in a mortgage from Harold Lee Dodson and Olive J. Dodson, his wife, dated November 8, 1979, and recorded in Liber 1101, folio 600, one of the Land Records of Frederick County, Maryland, which said two mortgages being in default and each having been assigned unto the undersigned Assignee for foreclosure, and at the request of the mortgagee, the undersigned will offer for sale at public auction on:

TUESDAY, OCTOBER 15, 1985**AT 11:00 A.M.****AT Courthouse Door, Frederick City, MD.**

PARCEL NO. 1 — DAIRY FARM containing 76.229 acres, more or less. All that portion of "Parcel 1-C" conveyed unto Henry O. Dodson and Nellie M. Dodson, his wife, by Raymond E. Covey, et ux, by deed dated January 22, 1965 and recorded in Liber 718 at folio 5 conveyed as "Parcel Second - C", unto Harold Lee Dodson and Olive J. Dodson, his wife, by Henry O. Dodson and Nellie M. Dodson, his wife, by deed dated November 8, 1979 and recorded in Liber 1101 at folio 600 and that tract conveyed unto Harold Lee Dodson and Olive J. Dodson, his wife, by deed from William D. Pleasants, Sr. and Martha J. Pleasants, his wife, dated May 25, 1981 and recorded in Liber 1149 at folio 386; fronting on Coppermine Road in Johnsville Election District, and containing 76.229 acres of land, more or less, and recently surveyed by Rothenhoefer Engineers, Inc. on a plat dated August 9, 1985 and entitled "OUTLINE SURVEY OF DODSON PROPERTY".

Improvements include 30 stall black stanchion dairy barn with an attached feeder room and black dairy house, (no dairy equipment), 14'x15' concrete silo, large black loafing barn with a metal roof and free stalls, large frame bank barn with an attached pole-type free stall barn with concrete alleyways and barnyards, two 24'x60' concrete stove silos with unloaders and covered automatic feeder bunk, 48'x72' Butler slant wall building with a dirt floor.

Improvements further include a two story brick home with four bedrooms, full bath upstairs, three large rooms and a small office downstairs, hallway, central heat, large porches and storm doors and windows.

PARCEL NO. 2 — All that lot or parcel of land containing 51.863 acres of land, more or less, and being described as Parcels "Second A" and "Second B" in a deed unto Harold Lee Dodson and Olive J. Dodson from Henry O. Dodson and Nellie M. Dodson, his wife, by deed dated November 8, 1979 and recorded in Liber 1101 at folio 600 being parts of "Richards Lot" and "The Corn Harrow" also being part of those tracts conveyed unto Henry O. Dodson and Nellie M. Dodson by Raymond E. Covey, et ux, by deed dated January 22, 1965 and recorded in Liber 718 at folio 5, and recently surveyed by Rothenhoefer Engineers, Inc. on a plat dated August 9, 1985 and entitled "OUTLINE SURVEY OF DODSON PROPERTY."

Improvements consist of a six room frame house with bath and laundry room, but no central heat.

PARCEL NO. 3 — All that tract of unimproved land containing 90.576 acres of land, more or less, and being "Parcel First" in a deed unto Harold Lee Dodson and Olive J. Dodson from Henry O. Dodson and Nellie M. Dodson, his wife, by deed dated November 8, 1979 and recorded in Liber 1101 at folio 600 being parts of "The Resurvey on Long Tail", "The Resurvey on Williams Intension" and "Wingfields Delight" also being part of those tracts conveyed unto Henry O. and Nellie M. Dodson by Raymond E. Covey, et ux, by deed dated January 22, 1965 and recorded in Liber 718 at folio 5, and recently surveyed by Rothenhoefer Engineers, Inc. on a plat dated August 9, 1985 and entitled "OUTLINE SURVEY OF DODSON PROPERTY." The property is unimproved but does contain a very large spring-fed pond.

PARCEL NO. 4 — All that tract of unimproved land containing 11.698 acres, more or less, and being all that tract or parcel of land conveyed unto Harold Lee Dodson and Olive J. Dodson, his wife, by Henry O. Dodson and Nellie M. Dodson by deed dated November 23, 1979 and recorded in Liber 1101 at folio 598, and recently surveyed by Rothenhoefer Engineers, Inc. on a plat dated August 9, 1985 and entitled "OUTLINE SURVEY OF DODSON PROPERTY".

PARCEL NO. 5 — All that tract of improved land containing 98.546 acres of land more or less, fronting on Coppermine Road, conveyed unto Harold Lee Dodson and Olive J. Dodson by Henry O. Dodson, et ux, by deed dated November 8, 1979 and recorded in Liber 1101 at folio 595, and recently surveyed by Rothenhoefer Engineers, Inc. on a plat dated August 9, 1985 and entitled "OUTLINE SURVEY OF DODSON PROPERTY".

The tract is improved with a basement level three story brick colonial with three bedrooms and full bath on the third floor, three rooms and bath on the second floor, and basement area. There is a medium sized frame bank barn with a 14'x50' concrete silo and a large spring-fed pond.

PARCEL NO. 6 — All that tract of unimproved land fronting on the southside of Coppermine Road containing 38.511 acres of land, more or less, being that portion of "Parcels C (1) and C (2)" conveyed unto Henry O. Dodson and Nellie M. Dodson, his wife, by Raymond E. Covey, et ux, by deed dated January 22, 1965 and recorded in Liber 718 at folio 5, and recently surveyed by Rothenhoefer Engineers, Inc. on a plat dated August 9, 1985 and entitled "OUTLINE SURVEY OF DODSON PROPERTY".

THE AFORESAID PROPERTY WILL BE OFFERED THE FOLLOWING THREE WAYS: FIRST OFFERING — Parcel No. 1, 2 and 3 will be offered for one bid, and the bid reserved; and then Parcel 4 and 5 will be offered separately for one bid, and the bid reserved; and then Parcel No. 6 will be offered separately for one bid, and the bid reserved.

SECOND OFFERING — Parcel No. 1, 2, 3, 4 and 5 will be offered for one bid, and the bid reserved; and then Parcel No. 6 will be offered separately for one bid and the bid reserved.

THIRD OFFERING — All Six (6) Parcels will be offered as a whole for one bid and the bid reserved.

The Assignee reserves the right to make said sale(s) in a manner so as to obtain the highest and best price for all of the real estate hereby offered.

TERMS OF SALE: (First Offering) A deposit of \$20,000. of sale price for Parcel No. 1, 2 and 3; a deposit of \$15,000. of sale price for Parcel No. 4 and 5; a deposit of \$5,000. of sale price for Parcel No. 6. **(Second Offering)** A deposit of \$35,000. of sale price for Parcel No. 1, 2, 3, 4 and 5; a deposit of \$5,000. of sale price for Parcel No. 6. **(Third Offering)** A deposit of \$40,000. of sale price for Parcel No. 1, 2, 3, 4, 5 and 6. All deposits will be required of the successful bidder at the time of each sale. All deposits will be in the form of a cashier's, certified or other checks acceptable to Assignee, payable or endorsed to Assignee. The Assignee reserves the right to reject bids from non-qualified bidders. The balance of purchase price shall be paid to the Assignee within fifteen (15) business days of the ratification of the sale(s) by the Circuit Court for Frederick County, Maryland (unless postponed at the sale option of the Assignee), with interest to be paid on the unpaid balance of purchase price(s) from date of public sale to date of final settlement at the rate of twelve percent (12%) per annum. Taxes and other public charges and assessments will be adjusted to the date of sale and assumed thereafter by the purchaser(s).

Assignee reserves the right to withdraw the herein described real estate or any parcel from sale at any time.

In the event of default, the Assignee reserves the right to declare as forfeited the deposit of purchase price of any parcel or all six parcels as one tract as liquidated damages, or to resell the property at the purchaser(s) risk.

The property herein is being sold subject to all Federal, State and County law, ordinances and regulations which may affect the property and its use, and including all conditions, restrictions and limitations and other matters of record. The property is offered for sale in an "AS IS" condition.

All costs incident to the settlement and conveyancing including, without limitation, recording costs, taxes and transfer taxes, revenue stamps, survey expense, if any, document costs, settlement fees, as well as title insurance will be at the cost of purchaser(s) of each individual parcel or all six parcels as a whole. Purchaser(s) at foreclosure sale(s) are hereby notified that there may be associated as a cost of conveyance of each parcel or all six parcels as a whole, a State Agricultural Transfer Tax, and any said tax shall be paid at the cost of purchaser(s).

A plat of all real estate has been prepared by Rothenhoefer Engineers, Inc. and is available for inspection at the offices of the undersigned Assignee, Attorney and Auctioneer.

Inspection of the property shall be arranged by contacting said Assignee, Attorney or Auctioneer.

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